

JUDGE DANIELS

07 CV 6384

338-07/GMV/PLS

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
EGYPTIAN NAVIGATION CO.,

Plaintiff

VERIFIED COMPLAINT

-against -

WAKALEX IMPORT & EXPORT CO. a/k/a

WAKALEX IMP/EXP CO. a/k/a

WAKALEX IMPORT and EXPORT CO.,

Defendant.  
-----X

Plaintiff EGYPTIAN NAVIGATION CO. ("ENC") by its attorneys Freehill Hogan & Mahar, LLP, as and for its Verified Complaint against Defendant WAKALEX IMPORT & EXPORT CO. a/k/a WAKALEX IMP/EXP CO. a/k/a WAKALEX IMPORT and EXPORT CO. ("WAKALEX"), alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract by Defendant WAKALEX. The case also falls within the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Jurisdiction is also proper pursuant to the Court's federal question jurisdiction under 28 U.S.C. §1331. Federal jurisdiction also exists because the

action arises under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, Plaintiff ENC was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at 2, Elnasr St., Elgomrok, Alexandria, Egypt.

3. At all times relevant hereto, Defendant WAKALEX was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at KM 10, Alexandria-Cairo Agricultural Road, P.O. Box 23, Abbis, Alexandria, Egypt.

4. On or about May 17, 2007, Plaintiff ENC, as owner, and WAKALEX, as charterer, entered into a maritime contract of charter party for the carriage of a 5,400 metric tons of bulk sugar beet pellets from Damietta, Egypt to Jort Lasfer, Morocco onboard the M/V ALEXANDRIA (hereinafter "charter party"). A true and correct copy of the charter party is attached as Exhibit A.

5. The bills of lading for the cargo identified Defendant Wakalex as the shipper of the cargo, Banque Populaire Casablanca as the consignee and Dynacome SARL ("Dynacome") as the notify party.

6. After loading at Damietta, Egypt, the vessel proceeded to the discharge port of Jort Lasfer, Morocco.

7. Under the terms of the charter party, Wakalex bore responsibility for the loading, stowage and discharge of the cargo.

8. At Jort Lasfer, Dynacome lodged a claim before the Moroccan Court for an alleged shortage of 200 tons of sugar beet pellets, (a claim for which Wakalex is liable under the charter) which led to the arrest of the vessel.

9. ENC was forced to provide security in the amount of \$37,000 and €6,000 to Dynacome to secure the release of the vessel.

10. ENC has suffered losses and/or is exposed to damages and expenses, all of which are the responsibility of Wakalex, consisting of the following: (i) posting of a bank guarantee of \$37,000 and €6,000 to obtain the release of the vessel from arrest and as security for expenses, (ii) delay of the vessel as a result of its arrest for a period of three days and loss of freight in the amount of \$31,5000; (iii) costs and fees to obtain the release of the vessel in the amount of \$10,000; and (iv) costs and fees in connection with the London arbitration and these proceedings.

11. This action is brought to obtain jurisdiction over Wakalex and to obtain security in favor of ENC in respect of its claims against Wakalex and in aid of the London arbitration proceedings.

12. This action is further brought to obtain security for any additional sums to cover ENC's anticipated attorney fees and costs in the arbitration and interest, all of which are recoverable as part of ENC's claim against Wakalex under English law.

13. Under English law, including but not limited to Section 63 of the English Arbitration Act of 1996, costs including attorney fees, arbitrators' fees, disbursements and interest are recoverable as part of ENC's claim.

14. The charter party contains clauses calling for the application of English Law with London Arbitration, and ENC specifically reserves its rights to arbitrate the substantive matters of the dispute.

15. Plaintiff ENC has fulfilled all obligations required of it under the charter party.

16. Plaintiff estimates, as nearly as can be computed, that the legal expenses and costs of prosecuting the London arbitration will be \$30,000 and interest on its damages in the London

proceedings are estimated to be \$10,965.98 (calculated at the rate of 6% for a period of two years, the estimated time for completion of the arbitration in London).

17. Upon information and belief, and after investigation, Defendant WAKALEX cannot be “found” within this District for the purpose of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendant has, or will shortly have, assets within this District comprising, *inter alia*, cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant WAKALEX (collectively hereinafter, “ASSETS”), including but not limited to ASSETS as may be held, received, or transferred in either of its names or for its benefit at, moving through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein.

WHEREFORE, Plaintiff ENC prays:

a. That process in due form of law according to the practice of this Court issue against Defendant WAKALEX, citing it to appear and answer the foregoing, failing which a default will be taken against it.

b. That if Defendant WAKALEX cannot be found within this District pursuant to Supplemental Rule B that all tangible or intangible property of Defendant WAKALEX, up to and including the claim of **USD \$127,658.62** be restrained and attached, including, but not limited to any cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or being transferred from or for the benefit of Defendant WAKALEX (collectively hereinafter, “ASSETS”), including but not limited to such ASSETS as may be held,

received, or transferred in either of its names or as may be held, received or transferred for its benefit, at, through, or within the possession, custody or control of such banking institutions and/or any such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein;

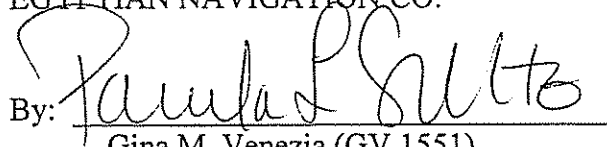
c. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary, including but not limited to the recognition and enforcement of any judgment entered against the Defendant in the London proceedings; and

d. For such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
July 12, 2007

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
EGYPTIAN NAVIGATION CO.

By:



Gina M. Venezia (GV 1551)

Pamela L. Schultz (PS 0335)

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New York, NY 10005

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**ATTORNEY VERIFICATION**

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK    )

PAMELA L. SCHULTZ, being duly sworn, deposes and says as follows:

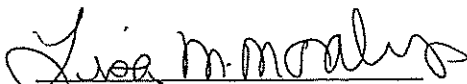
1. I am an associate with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.

  
PAMELA L. SCHULTZ

Sworn to before me this  
12 day of July, 2007.

  
Notary Public

**Lisa M. Morales  
Notary Public, State of New York  
No. 01MO6162004  
Qualified in the Bronx  
Commission Expires Feb. 26, 2011**

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p.3

<b>1. Shipbroker</b> <b>TRANSOCEAN MISR SHIPPING &amp; TRADING</b> <b>CAIRO - EGYPT</b>		<b>RECOMMENDED</b> <b>THE BALTIC AND INTER-NATIONAL CHARTERERS' ASSOCIATION</b> <b>UNIFORM GENERAL CHARTER PARTY</b> <b>(To be used for trades for which no specially approved form is in force)</b> <b>CODE NAME "GENCON"</b>	
<b>2. Place and date</b> <b>CAIRO - 17<sup>th</sup> MAY 2007</b>		<b>Part 1</b>	
<b>3. Owners /Place of business disponent Owners</b> <b>EGYPTIAN NAVIGATION CO. (E.N.C.)</b> <b>ALEXANDRIA - EGYPT</b>		<b>4. Charterers/Place of business (Cl. 1)</b> <b>WAKALEX IMPORT &amp; EXPORT CO.</b> <b>ALEXANDRIA - EGYPT.</b>	
<b>5. Vessel's name (Cl. 1)</b> <b>M/V "ALEXANDRIA"</b>		<b>6. GT/NT (Cl. 1)</b> <b>9533 / 6623</b>	
<b>7. DWT all in dwt on summer load line in metric tons (abt.) (Cl. 1)</b> <b>12800 MTONS</b>		<b>8. Present position (Cl. 1)</b> <b>TRADING</b>	
<b>9. Expected ready to load (abt.) (Cl. 1)</b> <b>24 - 28 MAY 2007</b>		<b>11. Discharging port or place (Cl. 1)</b> <b>1 GSPB JORFLASTAR - MOROCCO AAAA</b>	
<b>10. Loading port or place (Cl. 1)</b> <b>1 GSPB DAMIETTA - EGYPT AAAA</b>		<b>12. Cargo (also state quantity and margin in Owners' option. If full and complete cargo not agreed state "part cargo") (Cl. 1)</b> <b>MIN/MAX 5400 MTS BULK SUGAR BEET PULP PELLETS S.F. ABOUT 1.7 CBM WOG.</b> <i>Hold to be loaded by A.G. A. damietta and to be taken by A.G. A. Jorf Lasfar</i>	
<b>13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)</b> <b>SEE CLAUSE NO. 21</b>		<b>14. Freight payment (state currency and method of payment, also beneficiary and bank account) (Cl. 4)</b> <b>SEE CLAUSE NO. 21</b>	
<b>15. State if vessel's cargo handling gear shall not be used (Cl. 3)</b>		<b>16. Laytime (if separate laytime for load and discharge, fill in a) and b). If total laytime for load and discharge, fill in c) only) (Cl. 6)</b>	
<b>17. Shippers/Place of business (Cl. 6)</b> <b>WAKALEX IMP. &amp; EXP. CO. ALEXANDRIA</b>		<b>a) Laytime for loading</b>	
<b>18. Agents (loading) (Cl. 6)</b> <b>OWNERS AGENTS</b>		<b>b) Laytime for discharging</b>	
<b>19. Agents (discharging) (Cl. 6)</b> <b>CHARTERERS AGENTS</b>		<b>c) Total laytime for loading and discharging</b> <b>TOTAL 7 WWDAYS SEE CLAUSE 23</b>	
<b>20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)</b> <b>USD 5000 PD PR / FREE DESPATCH</b>		<b>21. Cancellation date (Cl. 9)</b>	
<b>23. Freight Tax (state if for the Owners' account) (Cl. 7)</b> <b>OWNERS ACCOUNT</b>		<b>22. General Average to be adjusted at (Cl. 12)</b> <b>LONDON</b>	
<b>25. Law and Arbitration (state 10 (a), 19 (b), 19 (c) of Cl. 19; if 19 (c) agreed also state place Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19)</b> <b>ENGLISH LAW TO APPLY AND ARBITRATION IN LONDON</b>		<b>24. Brokerage commission and to whom payable (Cl. 15)</b> <b>3,75% ON FREIGHT/DEADFREIGHT&amp;DEMURRAGE</b>	
<b>(a) State maximum amount for small claims/shortened arbitration (Cl. 19)</b>		<b>26. Additional clauses covering special provisions, if agreed</b> <b>FROM 20 TO 41 INCLUSIVE ARE PART OF C/P</b>	

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It is mutually agreed that this contract shall be performed subject to the conditions contained in this charter party which shall include Part I as well as Part D in the event of conflict of conditions, the provisions of Part I shall prevail over those of Part D to the extent of such conflict.

<b>Signature (Owners)</b> 	<b>Signature (Charterers)</b> 
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EXHIBIT

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p.5

# PART II "Gencon" Charter (As Revised 1922, 1976 and 1994)

14. Agency	207	(5) The Vessel shall have liberty:	314
(in any case the Owners shall appoint their own Agent at the port of loading and the port of discharge.)	208	(a) to comply with all orders, directions, recommendations or advice as to	315
<b>Charterers agent at</b>	208	port, departure, arrival, routing, sailing, in company, parts of cargo, stowage,	316
	208	discharge, delivery of cargo, delivery or in any way whatsoever which	317
	208	are given by the Government of the Nation under whose flag the vessel	318
	208	sails, or other Government to whose laws the vessel is subject, or any	319
	208	other Government which so requires, or any body or group sailing with the	320
	208	power to command compliance with their orders or directions;	321
	208	(b) to comply with the orders, directions or recommendations of any war	322
	208	ships underwriters who have the authority to give the same under the terms	323
	208	of the relevant insurance;	324
	208	(c) to comply with the terms of any resolution of the Security Council of the	325
	208	United Nations, any directives of the European Community, the orders	326
	208	orders of any other Supranational body which has the right to issue and	327
	208	give the same, and with national laws aimed at enforcing the same to which	328
	208	the Owners are subject, and to obey the orders and directions of those who	329
	208	are charged with their enforcement;	330
	208	(d) to discharge at any other port any cargo or part thereof which may	331
	208	render the vessel liable to confiscation as a contraband carrier;	332
	208	(e) to call at any other port to change the crew or any part thereof or other	333
	208	persons on board the vessel when there is reason to believe that they may	334
	208	be subject to internment, imprisonment or other sanctions;	335
	208	(f) where cargo has not been loaded or has been discharged by the	336
	208	Owners under any provision of this Clause, to load other cargo for the	337
	208	voyage, under the same bill of lading, to any other port or ports whatsoever;	338
	208	whether backwards or forwards or in a contrary direction to the ordinary or	339
	208	customary route;	340
	208	(g) in compliance with any of the provisions of sub-clause (f) to (j) of this	341
	208	Clause anything is done or not done, such shall not be deemed to be a	342
	208	deviation, but shall be considered as due fulfilment of the Contract of	343
	208	Carriage.	344
15. General Strike Clause	217	16. General Ice Clause	345
(a) If there is a strike or lock-out affecting or preventing the actual loading of	218	Port or loading	346
the cargo, or any part of it, when the vessel is ready to proceed from her last port of	219	(a) In the event of the loading port being inaccessible by reason of ice when the	347
at any time during the voyage to the port of discharge or after her arrival	220	vessel is ready to proceed from her last port at any time during the voyage	348
there, the Master or the Owners may ask the Charterers to deliver, without	221	on the vessel's arrival or in case of ice when the vessel is ready to	349
agree to such on the days as will there were no strike or lock-out. Unless the	222	Master for fear of being frozen in is at liberty to leave without cargo, and this	350
Charterers have given such direction in writing (by telegram, if necessary)	223	Charter Party shall be null and void.	351
within 24 hours, the Owners shall have the option of cancelling this Charter	224	(b) If during loading the Master, for fear of the vessel being frozen in, deems	352
Party, if part cargo has already been loaded, the Owners must proceed with	225	it advisable to leave, he has liberty to do so with what cargo he has a beard	353
same, freight payable on loaded quantity only having liberty to complete with	226	to proceed to any other port or ports including part of discharge. Any part	354
other cargo on the way for their own account.	227	Owner's benefit, any part or parts including part of discharge, the	355
(b) If there is a strike or lock-out affecting or preventing the actual discharging	228	of cargo is loaded under this Charter Party to be forwarded to destination at the	356
of the cargo on or after the vessel's arrival at or off port of discharge and same	229	Charterers expense but against payment of freight, provided that no extra	357
has not been settled within 48 hours, the Charterers shall have the option of	230	freight is payable to the Charterers, freight being paid on quantity	358
keeping the vessel waiting until such strike or lock-out is at an end and against	231	delivered (in proportion if lumpsum), all other conditions as per this Charter	359
paying full demurrage after expiration of the time provided for discharging	232	Party.	360
until the strike or lock-out terminates and thereafter full demurrage shall be	233	(c) In case of more than one loading port, and if one or more of the ports are	361
payable until the completion of discharging, or of ordering the vessel to sail	234	closed by ice, the Master or the Owners to be at liberty either to load the part	362
part where the cargo is safely discharged, or of ordering the vessel to sail	235	cargo at the open port and set up elsewhere for their own account as under	363
lock-out, such orders to be given within 48 hours after the Master or the	236	section (b) or to declare the Charter Party null and void unless the Charterers	364
Owners have given notice to the Charterers of the strike or lock-out affecting	237	agree to load full cargo at the open port.	365
the discharge. On delivery of the cargo at such port, all conditions of this	238	Port of discharge	366
Charter Party and of the Bill of Lading shall apply and the vessel shall receive	239	(a) Should ice prevent the vessel from reaching port of discharge the	367
the same freight as if she had discharged at the original port of destination,	240	Charterers shall have the option of keeping the vessel waiting until the	368
except that the distance to the substituted port exceeds 100 nautical miles,	241	opening of navigation and paying demurrage or of ordering the vessel to sail	369
the freight on the cargo delivered at the substituted port to be increased in	242	and immediately accessible port where she can safely discharge without risk of	370
proportion.	243	detention by ice. Such orders to be given within 48 hours after the Master or the	371
(c) Except for the obligations described above, neither the Charterers nor the	244	Owners have given notice to the Charterers of the impossibility of reaching port	372
Owners shall be responsible for the consequences of any strikes or lock-outs	245	of destination.	373
preventing or affecting the actual loading or discharging of the cargo.	246	(b) If during discharging the Master for fear of the vessel being frozen in deems	374
17. War Risks ("War Risk 1923")	247	it advisable to leave, he has liberty to do so with what cargo he has on board and	375
(1) For the purpose of this Clause, the words:	248	to proceed to the nearest accessible port where she can safely discharge.	376
(a) "The Owners" shall include the shipowners, bareboat charterers,	249	(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall	377
disponent owners, charterers or other operators who are charged with the	250	apply and the vessel shall receive the same freight as if she had discharged at	378
management of the vessel, and the Master; and	251	the original port of destination, except that the distance to the substituted	379
(b) "War risks" shall include any war (whether actual or threatened), and of	252	port to be increased in proportion.	380
war, civil war, hostilities, revolution, rebellion, civil commotion, warfare	253	18. Law and Arbitration	382
operations, the laying of mines (whether actual or reported), acts of piracy,	254	(a) This Charter Party shall be governed by and construed in accordance with	383
acts of terrorism, acts of hostility or malicious damage, sabotage, and	255	English law and any dispute arising out of this Charter Party shall be referred to	384
(whether imposed against all vessels or against certain nationalities or groups	256	arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or	385
vessels of certain flags or ownership, or against certain nationalities or groups	257	any statutory modification or re-enactment thereof for the time being in force.	386
or otherwise imposed by any person, body, terrorist or political group,	258	Unless the parties agree upon a sole arbitrator, one arbitrator shall be	387
or the Government of any state whatsoever, which, in the reasonable	259	appointed by each party and the arbitrator so appointed shall appoint a third	388
judgment of the Master and/or the Owners, may be dangerous or are	260	arbitrator, the decision of the three-man tribunal thus constituted or any two of	389
likely to be or to become dangerous to the vessel, her cargo, crew or other	261	them, shall be final. On the receipt by one party of the nomination by or for	390
persons on board the vessel.	262	the other party's arbitrator, that party shall appoint their arbitrator within	391
(2) At any time before the vessel commences loading, it appears that, in the	263	fourteen days, failing which the decision of the single arbitrator appointed shall	392
reasonable judgment of the Master and/or the Owners, the vessel is exposed	264	be final.	393
to the Contract of Carriage, or any part of it, may be exposed to the	265	For disputes where the total amount claimed by either party does not exceed	394
the vessel, her cargo, crew or other persons on board the vessel to war	266	the amount stated in Box 25 the arbitration shall be conducted in accordance	395
Risks, the Charterers shall give notice to the Charterers not to take place	267	with the Small Claims Procedure of the London Maritime Arbitrators	396
the vessel, her cargo, crew or other persons on board the vessel may be	268	Association.	397
exposed, or may be likely to be exposed, to War Risks, the Owners shall	269	(b) If the United States Code and the Maritime Law of the United States and	400
persons on board the vessel to War Risks, provided always that if the	270	should any dispute arise out of this Charter Party, the matter to be referred to	401
Contract of Carriage provides that loading or discharging is to take place	271	referred to three persons at New York, one to be appointed by each of the	402
within a range of ports, and at the port or ports nominated by the Charterers	272	parties hereto, and the third by the two so chosen, their decision on all of any	403
the vessel, her cargo, crew or other persons on board the vessel may be	273	two of them shall be final, and for purposes of enforcing any award, this	404
exposed, or may be likely to be exposed, to War Risks, the Owners shall	274	award may be made a rule of the Court. The proceedings shall be	405
first notify the Charterers to nominate any other safe port which lies	275	conducted in accordance with the rules of the Society of Maritime Arbitrators	406
within the range for loading or discharging, and may only cancel this	276	Int.	407
Contract of Carriage if the Charterers shall not have nominated such safe	277	For disputes where the total amount claimed by either party does not exceed	408
port or ports within 48 hours of receipt of notice of such requirement.	278	the amount stated in Box 25 the arbitration shall be conducted in accordance	409
(3) The Owners shall not be required to continue to load cargo for any voyage,	279	with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators,	410
or to sign Bills of Lading for any port or place, or to proceed through any canal or	280	Int.	411
any voyage, or on any part thereof, or to proceed through any canal or	281	(c) Any dispute arising out of this Charter Party shall be referred to arbitration at	412
any voyage, or to proceed to or remain at any port or place whatsoever,	282	the place indicated in Box 25, subject to the procedure as set forth therein. The	413
wherever, or to proceed to or remain at any port or place whatsoever, or at	283	laws of the place indicated in Box 25 shall govern this Charter Party.	414
any stage of the voyage thereafter before the discharge of the cargo is	284	(d) In Box 25 there are alternatives; if no alternative is specified in Box 25,	415
completed, that, in the reasonable judgment of the Master and/or the	285	(a) and (b) are alternatives; if no alternative is specified in Box 25,	416
Owners, the vessel, her cargo, crew or other persons on board the vessel	286	where no figure is supplied in Box 25 in Part II, this provision only shall be void but	417
on board the vessel for any one or more of them may be, or are likely to be,	287		418
exposed to War Risks, if it should so appear, the Owners may by notice	288		419
request the Charterers to nominate a safe port for the discharge of the	289		420
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29 Jun 2007 17:03 HP LASERJET FAX

p. 6

**M/V " ALEXANDRIA "**  
**RIDER TO THE CHARTER PARTY DATED 17<sup>th</sup> . MAY 2007**

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**CLAUSE 20 :**

Vessel MV ALEXANDRIA - Egyptian flag -sid - built 1991 - grt/rt/dwt :  
9533/6623/12800 mtons - Loa / breadth / draft : 132.90/20.50/9.46 mtr. -  
grain/bale : 20805 / 19390 cbm - ho/ha : 4 / 4 - cranes: 2 x 10 + 2 x 20 + 1 x 10 t.  
Class : Lloyds Register of Shipping ( LR )  
P&I club : The American Club - NEW YORK , USA .  
All details about :  
-Present cargo : steel  
-Owners guarantee that :  
Vessel is steelfloored  
All ship's gears are in good working order and can be used at discharging port  
Vessel is suitable for grab discharge  
Vessel is eligible for this trade  
Vessel shall remain covered with same P&I club and hull underwriters during  
The performance of this voyage.  
Vessel is ISM fitted and ISM regulations compliant

**CLAUSE 21 :**

Freight USD 33,00 per metric ton free in and out , stowed and trimmed  
Payable 100pct less commission (3,75%) to owners nominated bank by swift  
Transfer within five working banking days from signing and releasing BS/L marked  
"FREIGHT PAYABLE AS PER C/P" . Any how before breaking bulk . Freight  
deemed earned on signing bills of lading discountless , nonreturnable , vessel and or  
cargo lost or not lost . For "CLEAN ON BOARD " Bills of lading , Master has the  
right to reject any cargo which could be damaged and Charterers/Shippers to replace  
same with sound cargo . Other wise any remarks to be inserted in the mates receipt &  
the Bills of Lading to issued in strict conformity in the mates receipt .

**CLAUSE 22:**

Loading and discharging ports :  
Loading port : 1 GSPB DAMIETTA , EGYPT AAAA  
Discharging port : 1 GSPB JORF LASFAR - MOROCCO AAAA

**CLAUSE 23 :**

Cargo to be loaded and discharged at the rate of total 7 weather working days of 24  
consecutive hours . At loading port Fridays and holidays to be excluded even if used

29 Jun 2007 17:03

HP LASERJET FAX

P. 7

**CLAUSE 28:**

Owners agents at loading port

And Charterers agents at discharging port : 'COMPAGNIE : AGEMAFRIC -  
JORF LASFAR . for attn. Mr. Tazi Samir

TEL : +212 22 317 258 / 317 336

FAX: +212 22 310 774

GSTL: +212 61 325998

E-MAIL: [gcmefric@iam.net.ma](mailto:gcmefric@iam.net.ma)

**CLAUSE 29:**

Over time , if any , at loading and discharging ports to be for account of the party  
ordering same , but Crew's and Officer's overtime to be always for Owners account .

Overtime , if any , ordered by port Authorities to be always for  
Shippers/Receivers/Charterers account .

**CLAUSE 30:**

Vessel to provide sufficient light for night work if required in and/or on deck .

**CLAUSE 31:**

Cargo to be loaded stowed and trimed/ under deck only and as required by Master ,  
however cargo not to be loaded into compartments obstructed by stanchions , posts or  
other obstructive and while are not easily accessible to derricks/forklifts/trucks .  
Charterers/Shippers have the right to use forklifts trucks in vessel's holds for loading  
and discharging the cargo up to vessel's permissible tank top strength .

**CLAUSE 32:**

Stevedores although appointed and paid by shippers / receivers shall work under  
Master's direction and supervision . Any stevedores damages to be reported by Master  
immediately or by latest within 24 hours on occurrence/discovery to stevedores/agents  
and to shippers/receivers and also to charterers. In case owners unable to obtain any  
settlement from party causing damage , after having used all due diligence , the  
charterers to use all their influence on such party for correct settlement . }

**CLAUSE 33:**

Upon giving definite written notice of readiness , vessel's holds to be clean , dry and  
swept , free of smell , insects , odor , rust or residues of previous cargoes and fit to  
load the cargo up to independent surveyor satisfaction . Independent surveyor to be  
appointed and paid by the Charterers. Otherwise failing of holds inspection time not  
to count from time vessel's holds rejected by said surveyor till reacceptance by said  
surveyor .

A. 111

29 Jun 2007 17:03

HP LASERJET FAX

p. 8

**CLAUSE 34:**

Charterers are fully responsible for the type, quality, condition of the cargo. Any claim regarding type, quality, condition of the cargo, Charterers must cover the Owners immediately for such claim.

Any craft paper and/or nylon sheets or wood required for loading and stowed the cargo to be for Charterers account.

**CLAUSE 35:**

Opening and closing hatches in loading and discharging ports to be effected by the crew, if same not permitted by local regulation authorities, same to be for Charterers account. The Master shall close or cover the hatches when weather is wet or threatening unless other wise ordered by Charterers, as well as after finishing loading/discharging, every day, and also to open same prior to resumption of loading or discharging operations.

**CLAUSE 36 :**

Any taxes/dues/charges/warfrage/dockage on or assessed against vessel/freight/flag/ownership/crew to be for Owners account and same on or assessed against cargo to be for Charterers account.

**CLAUSE 37 :**

Vessel is free of extra insurance due to vessel's age and same to be for Charterers account.

**CLAUSE 38 :**

Dispute arising between owners and charterers shall be referred to three persons in London. One to be appointed by each of the parties hereto and the third by the two so chosen. Their decision or that of any two of them shall be final and for purpose of enforcing any award. This agreement may be a rule of the court. Arbitration in London and English law to apply.

**CLAUSE 39 :**

Owners guarantee that the vessel's hatch cover are in good condition and watertight and vessel's holds are suitable for grap discharge.

A handwritten signature, possibly "J. H.", is written over a horizontal line at the bottom right of the page.